

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT**

DISASTER RECOVERY UNIT

**REQUEST FOR PROPOSALS
FOR
ENVIRONMENTAL ANALYSIS**

RFP# 107140-038

ISSUED: MARCH 4, 2013

PROPOSAL DUE DATE AND TIME:

APRIL 5, 2013, 3:00PM (CDT)

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1. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Division of Administration/Office of Community Development/Disaster Recovery Unit (OCD/DRU) to obtain evaluation and written environmental analysis for a broad range of disaster recovery activities, as outlined in Attachment I, Scope of Services. These environmental evaluations will follow applicable laws and regulations, which include, but are not limited to the National Environmental Policy Act (NEPA) environmental review procedures relating to “HUD- CDBG” activities, and/or other applicable local, state or federal environmental laws. The State of Louisiana is seeking proposals from firms that wish to act as Environmental Consultants for all the OCD/DRU programs described in Action Plans and their amendments which were or will be submitted to HUD, and which can be viewed online at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>. In addition, the proposer must be able to provide for lead-based paint inspections and/or risk assessments, asbestos inspections and/or risk assessments as well as provide the services of an architectural historian. Finally, this RFP includes environmental evaluations required after any future disasters.

1.2 Background

The State of Louisiana, through the OCD/DRU, is receiving funds through the Community Development Block Grant (CDBG) Program for disaster recovery necessary due to Hurricanes Katrina and Rita, as well as funds through the CDBG Program for disaster recovery due to Hurricanes Gustav and Ike. The OCD/DRU has submitted and received approval for a comprehensive action plan for disaster recovery including state and local government infrastructure improvement programs, economic development programs and housing programs. CDBG funds for disaster recovery are overseen and managed by the OCD/DRU.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

2. ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about May 10, 2013 and to continue through May 9, 2016. If approved under proper statutory authority, including approval by the Joint Legislative Committee on the Budget, this contract may be extended for a total period of five years with the same terms and conditions.

2.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below:

Ann Herring, Environmental Manager
Division of Administration
Office of Community Development/Disaster Recovery Unit

PO Box 94095
Baton Rouge LA 70804-9095
Telephone (225) 219-9620
Fax (225) 219-9605
Email ann.herring@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 p.m. CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be available by (date given in Schedule of Events). They will be posted at that time on the Louisiana Procurement and Contract (LaPAC) Network, <http://doa.louisiana.gov/osp/lapac/pubmain.asp>. Only Ann Herring has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals will not be binding on the State.

2.3 Definitions

NEPA - National Environment Policy Act of 1969 – a United States environmental law that establishes a US National policy promoting the enhancement of the environment and mandates consideration of the environmental effects of federal government agency decision making.

HUD – US Department of Housing and Urban Development

CDBG – Community Development Block Grant – a federal program that provides communities with resources to address a wide range of unique community development needs.

OCD/DRU – Office of Community Development/Disaster Recovery Unit – the unit of the Louisiana Division of Administration charged with administering expenditures for disaster recovery and monitoring federal disaster funds spent by the State.

Shall, Must, Will - Denotes a mandatory requirement

Should, May, Can – Denotes a permissible action

2.4 Schedule of Events

<u>Event</u>	<u>Date & Time</u>
Advertise RFP and mail public announcements	March 4, 2013
Deadline for receipt of written inquiries	March 18, 2013, 3:00pm CDT
Issue responses to written inquiries	March 25, 2013
Deadline for receipt of proposals	April 5, 2013, 3:00pm CDT
Announce award of contractor selection	April 17, 2013
Contract negotiations	April 18, 2013

Note: The State reserves the right to change this schedule of RFP events as it deems necessary.

3. PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

Proposer should meet the following qualifications:

- (1) Firm should have a working knowledge of NEPA requirements, 24 CFR Part 58 and other federal laws and authorities, including, but not limited to the National Historic Preservation Act, Executive Order 11988 (Floodplain Management), Executive Order 11990 (Wetland Protection), Clean Air Act, 24 CFR Part 51 (Noise), 24 CFP Part 55 (Floodplain Management), Executive Order 12898 (Environmental Justice), Coastal Zone Management Act of 1972, Coastal Barrier Resources Act of 1982, Endangered Species Act of 1973. It is desirable that the Proposer have expertise and knowledge of Louisiana laws and authorities
- (2) Firm should demonstrate experience in working with state or local governments in the area of environmental clearances for federal (HUD) projects (Proposer should provide a list of completed 24 CFR Part 58 environmental reviews with proposal)
- (3) Firm should have at least five years experience with HUD Environmental Review Records for governmental agencies;
- (4) Firm should have completed at least twenty HUD Environmental Review Records in the past five years.
- (5) Firm should have experience with large, complex GIS databases similar to the OCD/DRU GIS, which is described in Exhibit B of Attachment I, Scope of Services
- (6) Firm should have experience producing publication-quality environmental reports, including GIS-based maps.
- (7) Firm should have experience performing environment assessments using portable field kits similar to the one described in Attachment I, Scope of Services.
- (8) Firm should have experience using web-based tools to conduct and document NEPA Part 58 reviews; integrating web-based data entry with GIS mapping and field data collection; and updating online and field-based data entry tools, databases, and forms.
- (9) Firm should show capability of managing paperless environmental workflows including online preparation and review of documents and maps, and management of subcontractors via extranet workflow software.
- (10). Firm should show proof of previous experience in writing Environmental Review Records by submitting two completed HUD (24 CFR Part 58) Environmental Review Records, **one of which should be a Tier I /Tier II Environmental Review Record.**

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by

the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of State.

Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State also reserves the right to enter into discussions with Proposers in an effort to select the most advantageous proposal. The State reserves the right to contract for all or a partial list of services offered in the proposal. The State reserves the right to negotiate reduced payment terms with the selected proposer.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 business days or if the selected Proposer fails to sign the final contract within 30 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.14 Prohibition of Award

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

4. RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit at least one original proposal and should submit five copies of the proposal containing the information specified in this section plus one CD version of the proposal. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 p.m. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

*Ann Herring, Environmental Manager
Division of Administration
Office of Community Development/Disaster Recovery Unit
PO Box 94095
Baton Rouge LA 70804-9095*

For courier delivery, the street address is 150 Third Street, 5th floor, Baton Rouge LA 70801 and the telephone number is 225-219-9600. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

Six hard copies and one CD version of the proposal should be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts

on behalf of the organization. **Proposers should only supply one copy of each of the two requested samples of their previous written HUD Environmental Review Records, per Section 3.1.** A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal as given in Exhibit A. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The cover letter should include:

- a. A brief statement of the Proposer's understanding of the scope of the work to be performed;
- b. A confirmation that the Proposer has not had a record of substandard work within the last five years;
- c. A confirmation that the Proposer has not engaged in any unethical practices within the last five years;
- d. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- e. Any other information that the Proposer deems appropriate;
- f. The signature of an individual who is authorized to make proposals of this nature in the name of the Proposer submitting the proposal.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. The Cost Proposal must be submitted using Exhibit A, Cost Schedule.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be

supplied. The Proposer should address the specific language in Attachment III Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest three years of financial statements, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone number and email address. Proposers should specifically address each of the desirable qualifications described in Section 3.1, explaining in detail how the proposer meets or exceeds each qualification.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, telephone number and email address) should be provided for the cited projects in the individual resumes.

5.4 Approach and Methodology

The Proposer should:

- Explain Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.

5.5 Cost Information

The Proposer shall provide an hourly rate for each staff position listed in Exhibit A, Cost Schedule, attached. The Proposer will also provide a unit cost for a Tier II Site Specific Review for Properties, not including any travel expenses or travel time expenses. Except for the expenses below, the hourly rates shall include the Proposer's costs for providing all services described in Attachment I, except for the Tier II Site Specific Review of Properties, which will be paid at the unit cost rate given in Exhibit A, Cost Schedule.

The following direct expenses will be paid in addition to the hourly rates and the unit cost:

Travel time for field travel at the direction of the State will be paid at the hourly rate
(This is applicable to both hourly rate and unit cost services.)

Per Diem (Food, Lodging, Mileage) –Prevailing Government Rates per PPM 49, in effect on date expenses incurred.

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Public notice fees, postage and expedited mail – billed at cost

Agency filing, search or copy fees – billed at cost

Laboratory testing fees—billed at cost

Failure to provide a unit cost for a Tier II Site Specific Review of Properties or an hourly rate for each of the staff positions listed shall cause the proposal to be disqualified.

These hourly rates/unit cost will be in effect for the entire term of the contract, including any renewal terms.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Evaluation and Review

Proposals will be evaluated based on information provided in the proposal. The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
Approach and Methodology*	15
Experience/Capacity**	30
Staff Qualifications***	30
Cost**** Hourly Rates (10) Tier II Unit Cost (15)	25
TOTAL SCORE	100

* **Approach and Methodology**: Evaluation will assess the suitability of Contractor's approach for meeting the needs of OCD/DRU Environmental Section as reflected in the Scope of Services.

** **Experience/Capacity**: Evaluation will assess Contractor's experience in implementing and capacity to perform environmental reviews per 24 CFR Part 58, etc.

*** **Staff Qualifications**: Evaluation will assess the proposed staff's specific qualifications that will enable them to provide an effective product.

**** **Cost**:

Hourly Rates: The cost points will be awarded based on the total weighted hourly rate given in Exhibit A, Cost Schedule, which is attached. The cost points will be awarded on the basis of the following formula:

$(A/B) * C = D$ where B is the total weighted hourly rate being graded, A is the lowest proposed total weighted rate, C is the maximum costs points (10) and D is the number of costs points awarded.

Tier II Unit Cost : The cost points will be awarded based upon the unit cost to prepare one Tier II Site Specific Review for Properties in Exhibit A, Cost Schedule. The cost points will be awarded on the basis of the following formula:

$(A/B) * C = D$ where B is the unit cost being graded, A is the lowest proposed unit cost, C is the maximum cost points (15) and D is the number of cost points awarded.

6.5 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Selected Proposer will bill monthly on a time and materials or unit cost basis, as appropriate, according to the rates/terms on the Exhibit A, Cost Schedule, and in Section 5.5. No overtime rates will be paid by the State.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

ATTACHMENT I: SCOPE OF SERVICES

1. OVERVIEW

The State of Louisiana, through the Office of Community Development/Disaster Recovery Unit (OCD/DRU), is receiving funds through the Community Development Block Grant (CDBG) Program for disaster recovery necessary due to Hurricane Katrina and Rita, as well as funds through the CDBG Program for disaster recovery due to Hurricanes Gustav and Ike. The OCD/DRU has submitted and received approval on a comprehensive action plan for disaster recovery including state and local government infrastructure improvement programs, economic development programs and housing programs. CDBG funds for disaster recovery are overseen and managed by the OCD/DRU.

2. TASKS AND SERVICES

The Contractor shall provide the following tasks and services:

1. Conduct HUD-mandated Environmental Reviews per 24 CFP Part 58, for the Disaster Recovery Program

The Contractor shall determine the level of clearance required for all projects listed in all Action Plans and Action Plan amendments as listed online at <http://www.doa.louisiana.gov/CDBG/dractionplans.htm> now and in the future, on an as-needed basis, according to 24 CFR Part 58. The Contractor will be given work orders to specify which environmental reviews are requested by the State of Louisiana. The Contractor will bill for its services on a time and materials or unit cost basis, as appropriate, according to the cost schedule given in Exhibit A. The Contractor shall conduct the environmental reviews (including required publication of notices) for all program activities on an as-needed basis according to the required level of clearance. The Contractor shall provide environmental reviews with tiering (preliminary environmental review on a geographic area or neighborhood when the specific sites or addresses are currently unknown), depending on the circumstances of the activity, when required.

The Contractor will provide Tier I and II reviews as appropriate. (A Tier II Site Specific Review for Properties is also referred to in this document as a Tier II review.) The Contractor shall make every reasonable effort to ensure that all Tier II reviews are completed within 45 calendar days or less from the time the particular Tier II review is requested in writing by OCD/DRU.

2. Assist in the Coordination with oversight/regulatory agencies etc. for permits and/or compliance resolution.

The Contractor shall consult with all required reviewers and agencies regarding the receipt of all necessary documents and permits for compliance resolution. This shall include liaison to resolve Section 106 review and requirements between the homeowner and the State Historic Preservation Office (SHPO), the Historic Preservation Landmark Commission (HPLC), and the Neighborhood Conservation District Committee (NCDC), as well as liaison with tribal councils where archeological concerns exist.

3. **Perform lead-based paint inspections and risk assessments.**
4. **Perform asbestos inspections and risk assessments.**
5. **Assist the Office of Community Development/Disaster Recovery Unit with responding to public comments.**

6. Coordinate with the Office of Community Development/Disaster Recovery Unit.

The Contractor shall consult with, follow all guidance provided by, and report regularly to, the OCD/DRU and HUD environmental officials. Reporting requirements shall be completed on a monthly basis by the Contractor. This monthly report shall detail the status of each work order, showing the percent complete and any outstanding items.

7. Use of OCD/DRU Application Software

OCD owns the custom developed, web-based software that supports the Disaster Recovery Environmental Review Program, including a GIS database repository of environmental data. The Contractor will use this software to produce its deliverables. Software maintenance and operations will be provided by OCD/DRU IT Services through a contractor.

Contractor will manage and update data residing in OCD's ESRI ArcGIS Server Geographical Information System (GIS); and will use the data to perform NEPA reviews in accordance with federal laws and authorities outlined in 24 CFR Part 58.

Contractor will use web-based, workflow-enabled project management software provided by OCD/DRU to complete work orders and produce deliverables. Users Guide for this application is attached as Exhibit C. Contractor will administer and manage secure access to all data and application components for all users.

8. Use of OCD/DRU Field Kits

Portable field kits will be provided for the Contractor to use in providing the requested services. Each kit includes the following items:

- Hand held portable electronic recording devices
- Trimble GPS units
- Field laptop computers
- Field document scanners
- Cameras
- Equipment case
- Software for individual field laptop computers
- Platinum warranties and maintenance plans for field and computer equipment

9. Technical assistance to parishes that are responsible for their own environmental reviews.

There are currently 53 parishes that are eligible to receive federal funding. Each of these parishes will be responsible for the environmental review for each activity they identify. Many

of these parishes have no capacity, and will need technical assistance as they work to complete their environmental reviews.

What happened to the section on Asbestos Inspections which was #8 on previous versions? Did you mean to remove it? Yes. It was added to #1 of this section.

10. ASTM-1527-05 Environmental Assessments

When requested by OCD, the Contractor shall perform ASTM-1527-05 environmental assessments on federally-funded acquisitions of property.

11. Chinese Drywall

When requested by OCD, the Contractor shall be responsible for Chinese drywall inspections on Federally-funded single family homes that were damaged during Hurricanes Katrina and/or Rita. The total number of Federally-assisted properties exceeds 120,000 homes.

12. Program Administration Services

Contractor will work with OCD/DRU on a daily basis to assist in the overall management of the programs with respect to preparing Work Orders, facilitating and expediting environmental clearance reviews, assimilating data to be used in the preparation of the environmental data bases and records for the management of the GIS Repository, facilitating all work orders from the OCD/DRU, and acting as the liaison with various government agencies that are responsible for providing responses or approvals as part of the environmental clearance reviews.

These services will include managerial tasks necessary for the management and administrative aspects of the project that shall include the following elements:

- Program planning, organization, contracting, scheduling and reporting to OCD/DRU,
- Assistance with organizing and scoping of Work Orders issued under various programs within OCD/DRU; Liaisons with agencies as necessary to facilitate environmental reviews;
- Research, analysis, acquisition, and maintenance of GIS data
- Administrative, accounting and recordkeeping functions;
- Training for specific workflow procedures;
- Regular or requested meetings with OCD/DRU, other affected agencies and other parties, development of Programmatic Agreements as needed;
- Costs for filing public notices and fees paid to agencies.

Contractor shall provide Program Administration Services on a time and materials basis in accordance with the rate schedule provided in Exhibit A.

Contractor will work with OCD/DRU on a regular basis to develop and facilitate all work orders from the OCD/DRU.

a) Coordination with OCD/DRU - Contractor will maintain a close coordination with OCD/DRU as needed, with anticipated communication on a daily basis. OCD/DRU will have “real time” access to all program data through web-based tools and management systems. In addition, Contractor will coordinate with OCD on a site-specific Work Order basis to assure

the appropriate level of environmental review is performed and no work is conducted without OCD concurrence or authorization.

b) Comment Assistance: The Contractor shall assist OCD in comment phases of environmental reviews, including:

- Initial contact w/ State/Federal Agency resulting in further consultation and/or study;
- More definitive comments from State/Federal agency following completion and submittal of detailed study;
- Comments by federal agency following receipt of the “Combined Notice of Finding of No Significant Impact” and of “Intent to Request a Release of Grant Funds.”; and
- Comments from public or private entities during the public comment period.

c) Prepare Programmatic Agreements – Contractor will assist OCD in developing and implementing a Programmatic Agreement with regulatory agencies as necessary in order to provide for streamlined program implementation and compliance resolutions.

13. Any other job duty that relates to 24 CFR Part 58 HUD Environmental Reviews on an as-needed basis.

14. All authorized travel expenses will be paid in accordance with PPM 49. Travel time for field travel at the direction of the Office of Community Development/Disaster Recovery Unit for both hourly rate and unit cost services will be paid at the hourly rates given in Exhibit A, Cost Schedule. No other travel expenses will be paid under the contract.

3. DELIVERABLES

A. ENVIRONMENTAL CLEARANCE REVIEWS

The Contractor will perform the following activities for properties under Environmental Clearance Review:

- a) Certification of Categorical Exclusion not subject to 24 CFR Part 58.5;
- b) Certification of Categorical Exclusion subject to 24 CFR 58.5;
- c) Environmental Assessment without further Consultation under 24 CFR 58.36;
- d) Environmental Assessment with further Consultation under 24 CFR 58.36.

B. WORK ORDERS

Work for specific tasks for properties requiring Environmental Clearance Reviews will be initiated and performed through specific Work Orders. One or more work orders will be issued by OCD for each environmental clearance to be performed. Multiple properties for environmental clearance may be listed on a single Work Order. Work Orders will conform to a form and content provided by OCD/DRU.

Work involving any exempted clearance and any special studies required for a specific property will be initiated through specification in a Work Order.

For each environmental review to be performed, the State Program Manager will prepare and transmit to the Contractor a Work Order which will include the address (es), proposed recovery plan and anticipated level of clearance.

The State will provide specific property information and project information to Contractor necessary to accomplish the work including property site descriptions, physical addresses, nature and description of grant requests (e.g., scope of rehabilitation, repairs or reconstruction), anticipated level of review needed, previous data collected, and property contact information such as grant applicants, owners or knowledgeable parties. The State will also provide Contractor with site contact information as necessary to access the interior and exteriors of properties under review. Failure of third parties to allow access or to be present for necessary site reviews shall not be the responsibility of Contractor.

- (a) The Contractor will review each Work Order issued by OCD/DRU, ascertain the level of environmental clearance required, and request an amendment to the Work Order to reflect a higher tier of review if needed.
- (b) When OCD/DRU affirms the level of clearance, the Contractor will proceed with the preparation of the environmental clearance.

The Contractor will coordinate with OCD to determine all additional consultations, permits, etc. required to complete the environmental clearance.
- (c) The Contractor will complete and electronically submit the environmental clearance to OCD.
- (d) The Contractor will provide to OCD/DRU proof of publication of all necessary public notices published in the official journal of the affected political jurisdiction as required by 24 CFR Part 58 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
- (e) At any time that the Contractor has evidence that a further level of clearance is needed, or that additional assessments or studies are required, the Contractor will advise OCD/DRU in writing accordingly and will request an amendment to the Work Order before beginning any additional work.

For each Work Order indicating an environmental assessment with a site visit is needed, the Contractor will proceed in the following manner.

The Contractor will assign field staff to visit each identified site. The field staff will obtain a GPS location reading, and upload a picture(s) of the property along with a checklist to be completed by the Contractor regarding the site. Prior to and during the initial assessment, staff will be able to download from the GIS platform relevant available information. Field staff will also record any environmentally relevant spatial points (for example, fuel storage tanks) which are observed in the field but are not present in the downloaded GIS data. These observations will be digitized and attached to the shapefile by OCD/DRU IT Services. The Contractor will contact the appropriate public officials to obtain information to complete the required checklists as needed. The Contractor will submit all public notices and the *Notice of Finding of No Significant Impact (FONSI) and Request for Release of Funds* for publication in the required order and sequence. Costs for publication will be paid by the Contractor and billed to OCD/DRU for reimbursement of actual costs. Information obtained and reports developed during this exercise will be uploaded by the Contractor to the project web site for reference by OCD/DRU.

The need for environmental permits and compliance demonstrations or authorizations will be evaluated during the environmental assessment.

4. FUNCTIONAL REQUIREMENTS

In order to meet the disaster recovery obligations of the State and to restore activities to commercial/residential/recreational use, the OCD/DRU must comply with federal, state and local environmental laws and regulations. These laws and regulations require substantial environmental analyses and review of the activities. The Contractor shall comply with all federal, state and local environmental laws and regulations.

5. PROJECT REQUIREMENTS

In addition, the Contractor shall work with OCD/DRU staff and its other consultants to provide environmental services to OCD on the environmental matters that may arise in connection with the planning, development, redevelopment, and revitalization of south Louisiana, including familiarity with HUD regulations. Status of all work orders must be reported monthly in a format approved by OCD/DRU.

6. STAFF REQUIREMENTS

The Contractor shall provide the following staff positions that shall be held by qualified, experienced personnel.

PROGRAM MANAGEMENT STAFF

Principals -

Responsible for commitment of resources and personnel for execution of the project.

Program Managers -

Responsible for overall coordination and execution of the project including quality, deliverables, scheduling and invoicing as well as oversight of Program Directors and staff conducting environmental clearance reviews and performing environmental management consulting services.

Program Directors -

Responsible for Field implementation and coordination of field teams and quality review, finalization of assessment forms and consultations with agencies. Program Directors work directly with OCD staff in charge of the various grant Programs to facilitate work orders.

Project Managers -

Critical role team members serving specific functions including assignment to key agencies such as State Historic Preservation Officer, Coastal Management Zone Division/U.S. Army Corps of Engineers and manager of GIS platform systems. These functions include those of an architectural historian, a lead-based paint inspector and risk assessor and an asbestos inspector and risk assessor.

PROJECT FIELD STAFF

Regional Managers -

Typically Principals of the subcontractor firms performing the field assessments and providing reviews of deliverables, consistency with regulatory requirements of federal, state and local laws.

Project Managers -

Management of multiple field teams, coordination of activities, data consolidation and reporting.

Project Professionals –

Field Team leaders responsible for conducting field assessments and review of available site specific historical and land use agency databases.

Project Associates –

Field team members assisting in site visits and environmental reviews

Project Assistants -

Technicians and professional assistance to Project Managers – compilation and report preparation assistance

Administrative Assistants/Clerical – Support for professional staff

EXHIBIT A

COST SCHEDULE

HOURLY RATE FEE SCHEDULE (10 Points)

	<u>Hourly Rate</u>	<u>Weight Factor</u>	<u>Weighted Hourly Rate</u>
<u>Program Management Staff</u>			
Principal	_____	1	_____
Program Manager	_____	2.0	_____
Program Director	_____	2.0	_____
Project Manager	_____	1.5	_____
<u>Project Field Staff</u>			
Regional Manager	_____	1	_____
Project Manager	_____	2.0	_____
Project Professional	_____	1.5	_____
Project Associate	_____	1.5	_____
Project Assistant	_____	1	_____
Admin Asst/Clerical	_____	1	_____
TOTAL WEIGHTED HOURLY RATE			_____

NOTE: Hourly rates will determine payments made under any contract with a successful proposer. Weighted hourly rates will only be used to determine the cost grade of each proposal.

UNIT PRICE FEE SCHEDULE (15 Points)

Unit price for a Tier II Site Specific Review for Properties \$_____

excluding all travel costs and travel time expenses. See Exhibit D for description of a Tier II Site Specific Review for Properties.

EXHIBIT B
GIS DATA LAYERS

Contact Ann Herring at
Ann.Herring@la.gov
For a copy of this document

EXHIBIT C
ENVIRONMENTAL REVIEW INFORMATION MANAGEMENT
SYSTEM
USERS GUIDE

Contact Ann Herring at

Ann.Herring@la.gov

For a copy of this document

EXHIBIT D
Tier II Site Specific Review for Properties

Identifier: _____

Building Address: _____

Description of Activities: _____

PART I - COMPLIANCE WITH ENVIRONMENTAL FACTORS

A. SHPO COMPLIANCE DOCUMENTATION

1. What is the age of Structure? _____
2. What is the address of Structure? _____
3. What is the latitude/longitude of Structure? _____
4. Have pictures been taken from the corners of the Structure? _____

Proceed to Section B.

AGENCY USE ONLY

I. Compliance with State Historic Preservation Office

- a. Determine, in consultation with the SHPO, whether the building is **listed or eligible** for inclusion in the National Register of Historic Places (NR).

Is the building listed in or eligible for listing in the NR? () **Yes** () **No**

If “No”, attach SHPO concurrence or other evidence of conclusion and STOP here. This part is complete pursuant to 36 CFR §800.4(d).

If “Yes”, **PROCEED**.

- b. Determine whether **historic properties are affected** per §800.4(d). Has SHPO concurred with your fully documented determination of “no historic properties affected”, or failed to object within 30 days of receipt of such determination?
() **Yes** Enclose documentation and stop here. Section 106 review is complete.
() **No** **PROCEED**.

- c. **Determine whether the project will have adverse effect** on historic properties according to § 800.5, in consultation with the SHPO and consulting parties [see §800.2(c)].

Will this project have an adverse effect on historic properties?

() **Yes** () **No**

If "No", attach SHPO concurrence and stop here. This part is complete per 36 CFR §800.5(d) (1).

If "Yes", **PROCEED**.

- d. Resolve Adverse Effects per §800.6 in consultation with the SHPO, the ACHP and any consulting parties. The loan or grant shall not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.
-

B. Compliance with HUD's Noise Abatement and Control regulations (24 CFR 51, Subpart B, Section 51.101(a) (2))

APPLICABLE TO RECONSTRUCTION PROJECTS ONLY.

1. Is the residential building within 1000 feet of an Interstate or US Highway, 3,000 feet of a railroad, and/or 15 miles of New Orleans International Airport or Lake Charles Regional Airport? () Yes () No

If "No", Proceed to Section C. The review of this factor is complete.

If, "Yes", indicate noise attenuation methods to be used during reconstruction.

C. Compliance Runway Clear Zone/Airport Clear Zone and Accident Protection Zone requirements (24 CFR 51, Subpart D)

1. Is the property located within the municipality of Kenner or Lake Charles?
() Yes () No

If, "No", proceed to the next section. The review of this factor is complete.

If "Yes", **PROCEED**.

2. Is the property within 2500 feet (Runway protection Zone) of New Orleans International Airport or Lake Charles Regional Airport? () Yes () No

If, "No", proceed to the next section. The review of this factor is complete.

If "Yes", loans and grants shall not be approved for this property that is within an established Runway Protection Zone.

PART II- “OTHER REQUIREMENTS” (§ 58.6) (Address all requirements below.)

A. FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Is the structure or part of the structure located in a FEMA designated Special Hazard Flood Zone (Zones A, V or FW)?

() No. Source Document (FEMA/FIRM floodplain zone designation, based on preliminary digital flood maps, if available, or map panel number, date or other credible source):

Proceed to section B. The review of this factor is complete.

() Yes. Source Document (FEMA/FIRM flood zone designation, based on preliminary digital flood maps, if available, or map panel number, date or other credible source):

[Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A current copy of the flood insurance policy declaration must be kept in the Environmental Review Record.]

Federal assistance shall not be used in a (FW) floodway.

AGENCY USE ONLY

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() **Yes**

() **No. Federal assistance shall not be used in Special Flood Hazards Area**

B. COASTAL BARRIERS RESOURCES ACT

1. Is the project located within the parishes of Acadia, Calcasieu, Iberia, Jefferson, Orleans, Plaquemines, St. Bernard, Saint Tammany, Tangipahoa, Terrebonne or Washington?

() **Yes. Proceed to Section C. The review of this factor is complete.**

() **No. PROCEED.**

2. Is the project located in Cameron Parish or Vermilion?

() **No; Proceed to Section C. The review of this factor is complete.**

() **Yes; PROCEED.**

3. Does the project only involve repair and rehabilitation?

☐ **Yes. Proceed to Section C. The review of this factor is complete.**

☐ No. The project involves reconstruction

AGENCY USE ONLY

Consult with the U.S. Fish and Wildlife Service (Louisiana Field Office). Contact Patti Holland, CBRA coordinator, (337) 291-3121.

4. Consultation with the US Fish and Wildlife Service (Louisiana Field Office) resulted in a determination that the project is consistent with the Coastal Barrier Resources Act (CBRA)

☐ **Yes. The review of this factor is complete.**

☐ **No. Federal assistance shall not be used for this project.**

C. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of an existing building or structure?

☐ **No. The review of this factor is complete.**

Preparer Name/Title/ Agency

Signature and Date

Preparer

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced on page 5)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as the "State" or "OCD/DRU", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

SCOPE OF SERVICES

See Attachment I, attached hereto and made a part hereof. (See RFP Attachment I: Scope of Services)

CONCISE DESCRIPTION OF SERVICES

The Consultant shall perform the following services:

- (1) Conduct Environmental Reviews for the Disaster Recovery Program;
- (2) Consult with oversight/regulatory agencies in relation to special studies, additional assessments or environmental permitting and perform such activities as needed to secure environmental clearances;
- (3) Assist the Office of Community Development with responding to comments;
- (4) Coordinate with the Office of Community Development as needed to manage the Disaster Recovery Environmental Review Program;
- (5) Maintain a GIS database repository of environmental data to support the Disaster Recovery Environmental Review Program.

STATEMENT OF WORK

INTRODUCTION

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each Task Schedule; and establishes the responsibilities for accomplishing these tasks.

GOALS AND OBJECTIVES

The goal of these services is to provide the statutorily and regulatory required environmental reviews and analyses for all disaster recovery activities under the authority of the OCD/DRU.

PERFORMANCE MEASURES

The performance of the contract will be measured by Ann Herring, OCD/DRU Environmental Manager, or her designee or successor. She is the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work.

MONITORING PLAN

The State Project Manager (SPM) will monitor the services provided by the **contractor** and the expenditure of funds under this contract. She will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance.

CONTRACTOR TASKS AND RESPONSIBILITIES

A. ENVIRONMENTAL CLEARANCE REVIEWS

Contractor will perform the following activities for properties under Environmental Clearance Review:

- a) Certification of Categorical Exclusion not subject to 24 CFR Part 58.5;
- b) Certification of Categorical Exclusion subject to 24 CFR 58.5;
- c) Environmental Assessment without further Consultation under 24 CFR 58.36;
- d) Environmental Assessment with further Consultation under 24 CFR 58.36.

Work for specific tasks for properties requiring Environmental Clearance Reviews will be initiated and performed through specific Work Orders. One or more work orders will be issued by OCD to Contractor for each environmental clearance to be performed. Multiple properties for environmental clearance may be listed on a single Work Order. Work Orders will conform to a form and content provided by OCD/DRU.

Work involving any exempted clearance and any special studies required for a specific property will be initiated through specification in a Work Order.

For each environmental review to be performed, the SPM will prepare and transmit to Contractor a Work Order which will include the address(es), proposed recovery plan and anticipated level of clearance.

The scope of services in performing Environmental Clearance Reviews shall include:

- a) Contractor will review each Work Order issued by OCD/DRU, ascertain the level of environmental clearance required, and request an amendment to the Work Order to reflect a higher tier of review if needed.
- b) Once OCD/DRU affirms the level of clearance, Contractor will proceed with the preparation of the environmental clearance.
- c) Contractor will coordinate with OCD/DRU to determine all additional consultations, permits, etc. required to complete the environmental clearance.
- d) Contractor will complete and electronically submit the environmental clearance to OCD/DRU.
- e) Contractor will provide to OCD/DRU proof of publication of all necessary public notices published in the official journal of the affected political jurisdiction as required by 58.5.
- f) At any time that Contractor has evidence that a further level of clearance is needed, or that additional assessments or studies are required, Contractor will advise OCD/DRU accordingly and will request an amendment to the Work Order before beginning any additional work.

For each Work Order indicating an environmental assessment with a site visit is needed, Contractor will proceed in the following manner.

The assigned field staff will visit the site. The field staff will obtain a GPS location reading, and upload a picture(s) of the property along with a checklist to be completed by ENVIRON regarding the site. Prior to and during the initial assessment, staff will be able to download from the GIS platform relevant available information. Field staff will also record any environmentally relevant spatial points (for example, fuel storage tanks) which are observed in the field but are not present in the downloaded GIS data. These observations will be digitized and attached to the shapefile by OCD/DRU IT Services. Contractor will contact the appropriate public officials to obtain information to complete the required checklists as needed. Contractor will submit all public notices and the Notice of Finding of No Significant Impact (NOFONSI) and Request for Release of Funds for publication in the required order and sequence. Costs for publication will be paid by Contractor and billed to OCD/DRU for reimbursement of actual costs. Information obtained and reports developed during this exercise will be uploaded to the project web site for reference by OCD/DRU.

The need for environmental permits and compliance demonstrations or authorizations will be evaluated during the environmental assessment.

B. PROGRAM ADMINISTRATION SERVICES

Contractor will work with OCD/DRU on a daily basis to assist in the overall management of the programs with respect to preparing Work Orders, facilitating and expediting environmental clearance reviews, assimilating data to be used in the preparation of the environmental data bases and records for the management of the GIS Repository, facilitating all work orders from the OCD/DRU, and acting as the liaison with various government agencies that are responsible for providing responses or approvals as part of the environmental clearance reviews.

These services will include managerial tasks necessary for the management and administrative aspects of the project that shall include the following elements:

- Program planning, organization, contracting, scheduling and reporting to OCD/DRU,
- Assistance with organizing and scoping of Work Orders issued under various programs within OCD/DRU; Liaisons with agencies as necessary to facilitate environmental reviews;
- Research, analysis, acquisition, and maintenance of GIS data
- Administrative, accounting and recordkeeping functions;
- Training for specific workflow procedures;
- Regular or requested meetings with OCD/DRU, other affected agencies and other parties, development of Programmatic Agreements as needed;
- Costs for filing public notices and fees paid to agencies.

Contractor shall provide Program Administration Services on a time and materials basis in accordance with the rate schedule provided in Appendix A.

C. PROGRAM ADMINISTRATION

Contractor will work with OCD/DRU on a regular basis to develop and facilitate all work orders from the Louisiana Disaster Recovery Unit and to act as the liaison with the other Regional Managers and various agencies.

a) Coordination with OCD/DRU - Contractor will maintain a close coordination with OCD/DRU as needed, with anticipated communication on a daily basis. OCD/DRU will have “real time” access to all program data through web-based tools and management systems. In addition, Contractor will coordinate with OCD on a site-specific Work Order basis to assure the appropriate level of environmental review is performed and no work is conducted without OCD concurrence or authorization.

b) Comment Assistance: The Contractor shall assist OCD in comment phases of environmental reviews, including:

- Initial contact w/ State/Federal Agency resulting in further consultation and/or study;
- More definitive comments from State/Federal agency following completion and submittal of detailed study;
- Comments by federal agency following receipt of the “Combined Notice of Finding of No Significant Impact” and of “Intent to Request a Release of Grant Funds.”; and
- Comments from public or private entities during the public comment period.

c) Prepare Programmatic Agreements – Contractor will assist OCD in developing and implementing a Programmatic Agreement with regulatory agencies as necessary in order to provide for streamlined program implementation and compliance resolutions.

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

ADMINISTRATIVE REQUIREMENTS

TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of five years with the concurrence of the Contractor and all appropriate approvals, including approval of the Joint Legislative Committee on the Budget.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

The following equipment shall be provided by the State for use by Contractor for performance of services under this Contract:

Portable Field Kits to include:

- Hand held portable electronic recording devices
- GPS units
- Field Laptop computers
- Field Document scanners
- Cameras
- Equipment case
- Software for individual Field Laptop Computers
- Platinum Warranties and Maintenance Plans for field and computer equipment

The State will provide specific property information and project information to Contractor necessary to accomplish the work including property site descriptions, physical addresses, nature and description of grant requests (e.g., scope of rehabilitation, repairs or reconstruction), anticipated level of review needed, previous data collected, and property contact information such as grant applicants, owners or knowledgeable parties. The State will also provide Contractor with site contact information as necessary to access the interior and exteriors of properties under review. Failure of third parties to allow access or to be present for necessary site reviews shall not be the responsibility of Contractor.

Regulatory applicability determinations made by the State or agreements made between various agencies shall remain as the responsibility of the State. In no way shall Contractor be responsible for the technical, regulatory or legal veracity and acceptability of determinations made by persons other than its agents, employees, or contractors. Such agreements, determinations and communications shall be provided to Contractor to facilitate completion of the Scope of Work.

State recognizes there may be a requirement under federal, state or local statutes or regulations to report the results of Contractor's findings to appropriate regulatory agencies. Contractor is not responsible for advising the State about the State's or others reporting obligations and State

agrees that it or others shall be responsible for all reporting, unless Contractor has an independent duty to report under applicable law. In those situations, Contractor will provide State with advance notice that Contractor believes that it has an obligation to report as well as the substance of the report it intends to make.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, upon request, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of the contract.

TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.
DUNS # _____.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *\$(TO BE INSERTED)*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of the State Project Manager and the OCD/DRU Finance Manager, her successor or designee.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

See Attachment A, attached hereto and incorporated herein.

All authorized travel expenses will be paid in accordance with PPM 49. Travel time for field travel at the direction of the Office of Community Development/Disaster Recovery Unit for both hourly rate activities and unit cost activities will be paid at the hourly rates given in Attachment A. No other travel expenses will be paid under the contract. State and Contractor shall cooperate to minimize travel expenses/time to the greatest extent possible.

The invoice will provide for a description or list of environmental reviews completed or in progress for the previous billing period, and a description of work performed on a time and materials or unit cost basis, as appropriate, with a summary of professional fees and expenses,

subcontractor fees and expenses, and other charges. The invoice shall identify the particular Work Order to which the charges are related and shall contain supporting documentation deemed sufficient by OCD/DRU.

The Contractor will not be paid more than the maximum amount of the Contract.

TERMINATION

TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

INDEMNIFICATION AND LIMITATION OF LIABILITY

General Indemnity Language

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or

minimize the effect of such events upon performance of their respective duties under Contract. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Indemnity Relating to Use of Protected Process or Product

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability limit for direct damages shall be two (2) times the maximum amount of the Contract. Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the

performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

RIGHT TO AUDIT

The OCD/DRU, the State of Louisiana Legislative Auditor, federal auditors and the Division of Administration (“DOA”), or others so designated by the DOA or the OCD/DRU, shall have the option to audit and/or inspect all accounts directly pertaining to the Agreement for a period of five (5) years from the date of the closeout of this Agreement. Records shall be made available during normal working hours for this purpose.

CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD/DRU. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD/DRU.

COPYRIGHT

No materials, to include, but not limited to reports, maps or documents prepared as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the State and all such rights shall belong to the State.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. Refer to Attachment B, attached hereto and incorporated herein for a list of approved Subcontractors.

DISCRIMINATION AND COMPLIANCE PROVISIONS

Contractor and its subcontractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the

Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010).

Contractor and its subcontractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them,

or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

GENERAL COMPLIANCE

The contractor will agree with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars. (<http://www.whitehouse.gov/omb/circulars/>)

FINANCIAL MANAGEMENT

Contractor shall agree to comply with 48 CFR § 31 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The contractor is responsible for having all subcontractors comply with 48 CFR § 31 and agree to adhere the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Contractor shall administer its program in conformance with OMB Circulars A-87 Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The contractor is responsible for having all subcontractors and project sponsors administer their programs in conformance with OMB Circulars A-87 Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.

PROHIBITED ACTIVITY

Contractor is prohibited from using, and is responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

COVENANTS AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the OCD shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the OCD may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the OCD determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

LABOR STANDARDS AND SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246 entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701

et seq.), and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR parts 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR parts 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR parts 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires

that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). State recognizes that Contractor is not responsible for environment or safety compliance or permitting that grantees and their contractors may be subject to that are outside of the scope of services to be conducted under this Agreement.

OWNERSHIP OF DOCUMENTS AND STATE FURNISHED RESOURCES

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD/DRU, and shall, upon request, be returned by Contractor to the OCD/DRU at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the OCD/DRU shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Contractor. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Attachment A.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors.

APPLICABLE LAW/VENUE/CONTROVERSIES

Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1524-1526. This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the contract shall forthwith be amended to make such insertion or correction.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD/DRU:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Contractor:

(Remainder of this page intentionally left blank)

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR’S SIGNATURE

STATE’S SIGNATURE

ATTACHMENT A

Type of Personnel

Hourly Rate

Program Management Staff

Principal _____

Program Manager _____

Program Director _____

Project Manager _____

Project Field Staff

Regional Manager _____

Project Manager _____

Project Professional _____

Project Associate _____

Project Assistant _____

Administrative Asst/Clerical _____

Direct Expenses

Per Diem (Food, Lodging, Mileage) – Prevailing Government Rates per PPM 49, in effect on date expenses incurred.

Copies and reproduction: \$0.10/page for black & white; \$0.25/page for color

Public notice fees, postage and expedited mail – billed at cost

Agency filing, search or copy fees – billed at cost

Laboratory testing fees—billed at cost

Unit price for a Tier II Site Specific Review for Properties \$ _____
excluding all travel costs and travel time expenses.

ATTACHMENT B
APPROVED SUBCONTRACTORS